

MINUTES, LIMESTONE COUNTY COMMISISON, JUNE 16, 2014

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the minutes of June 3 & 11, 2014.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to approve the following claims

5/30/14	Check # 28477 – 28570	\$ 886,358.06
6/06/14	Check # 28571 – 28615	\$ 184,344.38
6/12/14	Check # 28616 – 28812	\$ 20,652.90
6/13/14	Check # 28813 – 28904	\$ 1,264,161.57
	TOTAL	\$ 2,355,516.91

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to authorize the Chairman to execute the following agreement between the City of Huntsville, DBA the Huntsville-Madison County Emergency Management Agency and Limestone County Commission for the transfer of personal property; (1) Portable PA System.

RESOLUTION NO. 14-199

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville DBA the Huntsville-Madison County Emergency Management Agency and the Limestone County, Alabama Commission for the transfer of personal property, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville, DBA

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Huntsville Madison County Emergency Management Agency and The Limestone County, Alabama Commission for the transfer personal property" consisting of a total of five (5) pages, and the date of March 13, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of March, 2014.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 13th day of March, 2014.

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, DBA
THE HUNTSVILLE-MADISON COUNTY EMERGENCY
MANAGEMENT AGENCY AND THE
LIMESTONE COUNTY, ALABAMA
COMMISSION FOR THE TRANSFER
OF PERSONAL PROPERTY**

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is entered into on this the 13th day of March, 2014, by and between the HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter "EMA"), the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, (hereinafter "City") and the LIMESTONE COUNTY, ALABAMA COMMISSION (hereinafter "LIMESTONE COUNTY").

WHEREAS, EMA has entered into the following grants or cooperative Agreements in furtherance of preparing emergency services to respond to acts of terrorism and other emergencies that threaten the public's safety and to enhance the capacity for emergency services within the State of Alabama:

A grant having been made to the Huntsville-Madison County EMA as approved by City of Huntsville by resolution 13-810, adopted October 10, 2013 for \$10,000.00 (SNS) to be used to support the Strategic National Stockpile program throughout the North Alabama region; and

WHEREAS EMA wishes to distribute property as outlined in attachment "A" to LIMESTONE COUNTY for its participation in the Strategic National Stockpile program (SNS).

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WITNESSETH

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows:

Date: 3/13/14

President of the City Council of the
City of Huntsville, Alabama

1. EMA and the City agrees to transfer to LIMESTONE COUNTY the property listed in attachment "A" contingent upon EMA and the City receiving the funds for such award from the Alabama Department of Public Health and LIMESTONE COUNTY performing its obligations under this Agreement.

2. LIMESTONE COUNTY shall use the said property in the furtherance of the SNS program.

3. Title to any equipment purchased shall revert to EMA if LIMESTONE COUNTY ceases to use said equipment for the purposes detailed in this Agreement.

4. LIMESTONE COUNTY agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Department of Public Health to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Department of Public Health and EMA.

5. LIMESTONE COUNTY shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by EMA and the City pursuant to this Agreement.

6. Unless self-insured, LIMESTONE COUNTY is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of its agents and/or employees. LIMESTONE COUNTY waives any and all rights to recovery from the City and EMA for any injuries that LIMESTONE COUNTY (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

7. LIMESTONE COUNTY, to the fullest extent permitted by law, shall indemnify and hold harmless EMA and the City of Huntsville, their elected and appointed officials, employees, and agents against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from any acts performed by any employee or agent employed by Madison County's program, including but not limited to (1) any claim for injury and/or death of such employee; and (2) any claim, attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom which is caused by any act or omission of such employee or agent.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

9. This Agreement contains the entire agreement of the parties and there are no other promises or conditions whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

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10. All modifications or amendments to this Agreement must be in writing and executed by all parties.

11. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. This Agreement shall become effective upon its execution.

13. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

CITY OF HUNTSVILLE, ALAAMA

A municipal corporation

BY: _____

Tommy Battle

ITS: Mayor

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by James W. "Bill" Latimer and seconded by Ben Harrison to authorize the Chairman to execute the following agreements with the Limestone County Water & Sewer Authority for relocation of water lines:

- Fielding Road bridge over Coxey Creek. Agreement amount \$29,021.18 to be reimbursed 80% from Federal Aid Bridge Replacement Funds.
- Lucas Ferry Road bridge over Mud Creek. Agreement amount \$12,471.56 to be reimbursed 80% from ATRIP Funds.
- Ragsdale Creek Road bridge over Ragsdale Creek (2 bridges). Agreement amount \$57,997.36 to be reimbursed 80% from ATRIP Funds.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to contract with Great Southern Engineering, Trinity, Alabama, to prepare a remediation plan to outline the actions that will be taken to abate the unauthorized solid waste dump associated with the demolition of the old L & S Shopping Center in accordance with ADEM requirements, for a fixed price of \$1,400.00.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2493	Courthouse Renovations Phase II (asbestos & lead paint abatement, demolition, structural steel, concrete footings & new stairwells)	Garber Construction	\$899,000.00

Brian Moore of Martin & Cobey Construction, LLC gave a brief synopsis of phase two to the Courthouse renovations.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve Family Medical Leave for the following:

- Roy Brooks, beginning June 11, 2014 and ending June 30, 2014
- Dean Murray, beginning June 23, 2014 and ending July 14, 2014
- Carolyn Barnes, beginning June 9, 2014 and ending August 25, 2014

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Whitney Aldridge	Recording Clerk	6/25/14
Justin Fields	Corrections Officer	6/18/14
Thomas Gilbert	Deputy	6/18/14
Tony Graviet	Community Corr. Director	6/01/14
Matthew Hayes	Corrections Officer	6/01/14
Ellen Hays-Whiteaker	A/P Purchasing Clerk	6/21/14

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Name	Position	Effective Date
Jeffrey Kilpatrick	Deputy	6/25/14
Rodney McAbee	Deputy	6/17/14
Amanda Morgan	Case Management Sup.	6/01/14
Susan Ray	Corrections Officer	6/15/14
Tammy Waddell	Communications Sergeant	6/01/14

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to approve a 25 mph speed limit on Pressnell Road, off Holt Road in District 1.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve the insolvencies, errors, and taxes in litigation for 2013 and uncollected insolvents and taxes in litigation for previous year as presented by Revenue Commissioner's Office.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve the following inventory changes for equipment that was traded in for a new backhoe.

Department	Item	Inventory #
District 2	John Deere Backhoe	2838
District 2	Komatsu Backhoe	4659

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by James W. "Bill" Latimer to adopt the following Demolition, Renovation & Debris Removal Policy.

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**LIMESTONE COUNTY COMMISSION
DEMOLITION, RENOVATION & DEBRIS REMOVAL POLICY**

OBJECTIVE:

The Limestone County Commission recognizes that it is subject to certain federal, state, and local regulatory authorities responsible for implementing environmental rules and regulations with regard to the safe removal of hazardous materials such as, but not limited to, asbestos, lead-based paint, industrial waste, and solid waste from demolished and renovated structures, and the removal of debris therefrom.

The objective of this policy is to seek compliance with any applicable federal, state and local regulations and to minimize any potential exposure of the public to any health hazards or hazardous materials related to the demolition, renovation, or removal of debris from any County property or project.

DEFINITIONS:

As used in this policy, “demolition” and “renovation” shall include the demolition, renovation, construction, deconstruction, installation, repair, or maintenance of any County building, structure, or facility that is on real property owned and/or under the control of the County Commission (hereinafter “County property”) and also the repurposing of any materials therefrom.

As used in this policy, “debris” shall include all materials of an existing structure to be demolished or renovated, inclusive of, but not limited to, materials found in exterior walls, interior walls, roofing systems, ceilings, flooring systems, piping systems, plumbing systems, electrical systems, heating and cooling systems, and other such structural elements or systems made of or including concrete, brick, glass, wood, metal, fiberglass, paint, adhesives, and other such building materials.

POLICY:

For all projects concerning the demolition or renovation of County property and the removal of any debris therefrom, and which projects shall be completed by the use of County employees, equipment, or resources without being contracted for performance or completion by another party, a plan and scope of any such project shall be presented to the County Engineer prior to any such work commencing.

The County Engineer shall evaluate such project for any federal, state, or local regulatory approval, compliance, or permits which may be required, and including evaluating the scope of the project for any inspections which may be required or necessary for the presence of hazardous materials.

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The County Engineer shall report to the County Commission the findings of his evaluation for any preapproval, permit, or inspection which must be obtained from any federal, state, or regulatory agency prior to commencement of the demolition or renovation project. The County Engineer shall further report the results of any inspection or regulatory approval to the County Commission for further action on the proposed demolition, renovation, or debris removal project, and the County Engineer may offer a recommendation to the Commission regarding the commencement or status of any such project. Any reports and recommendations to be made by the County Engineer may be made concurrently.

No demolition, renovation, or debris removal project subject to this policy shall commence until it has been approved by the County Commission.

Nothing herein this policy is intended to create any obligation upon the County Engineer or the County Commission, or any of its officers, officials, or employees beyond the immunity of such officials and employees in their official capacities, and nothing in this policy shall waive any immunity afforded any of them in the performance of the duties of their office or employment.

Nothing in this policy shall prohibit the County Commission from contracting with a person or entity, public or private, for the performance and completion of any demolition, renovation, or debris removal project, whether in whole or in part, which, if performed by the County Commission through the use of its own employees and resources, might otherwise be subject to this policy.

Nothing in this policy shall prohibit the County Engineer from delegating the duties of the County Engineer set forth herein to persons employed in his department and under his direct control and supervision for assistance and report back to him, such as, but not limited to, having an assistant engineer or staff under his direct control and supervision establish or maintain contact with any regulatory agency and assisting him with the preparation of his reports to the County Commission. Nothing in this policy shall prohibit the County Engineer from consulting with the Chairman of the County Commission, a County Commissioner, a District foreman, or other such employees regarding the scope and aspects of any demolition, renovation, or debris removal project, and any preapproval, inspection, or performance related thereto.

Excluded from this policy shall be debris removal projects that have received prior preapproval from any governing federal, state, or local regulatory agency, or that do not require the preapproval of any federal, state, or local regulatory agency, such as, by example, debris removal that may be related to the clearing of County bridges, roadways, and rights-of-way and other such areas within the County's control.

ADOPTED by the County Commission this 16th day of June, 2014.

Chairman

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ATTEST:

County Administrator

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to approve the request of R&B Alabama, LLC, for declaration of qualifying census tract at the Dekko Industrial Park for New Markets Tax Credit Financing.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by James W. "Bill" Latimer to approve the request of R&B Alabama, LLC, doing business as BrightWater R&B Acquisition, LLC, for Abatement of Noneducational Taxes for Project at Dekko Industrial Park.

Tom Hill explained the details of the tax abatement. He stated that R&B is asking to receive abatements of noneducational ad valorem taxes, construction related transaction taxes, and mortgage and recording taxes associated with the project to the fullest extent allowed under the Tax Abatement Act. The estimated total value of the private use industrial property to be place is service is \$3,500,000.00. The estimated annual amount of ad valorem taxes over the 10 year abatement period, accounting for depreciation, is \$8,033.00 (estimated total over life of abatement period of 10 years being \$80,325.00). The company is asking to receive a Sales and Use Tax abatement of all state and local Construction Related transactions, except those local Construction Related Transaction Taxes levied for educational purpose or for capital improvements for education. The cost of manufacturing equipment to be purchased in connection with the construction of the project totals \$2,750,000.00. The estimate amount of abated sales and use tax is \$51,250.00. The abatement of the Construction Related Transaction Taxes shall extend to the date that the entire project is placed in service.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, nay. Motion carries.

MOTION was made by Steve Turner and seconded by James W. "Bill" Latimer to approve a \$9,000.00 request from the Information Technology Department to cover existing maintenance contract renewals for line item 235 (R & M Computer Equipment).

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee said the final pass of storm debris pick-up from the April 28th tornadoes will begin June 23rd.

County Engineer Richard Sanders announced the debris from last week's storms is not included in the FEMA declaration for the April 28th tornadoes.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following road improvement projects in District 4.

Road Name	Length in miles	Width in feet	Note	Cost
Shoal Creek Road	3.2	18	Chip Seal	\$ 38,000.00
*Hatchery Road	0.2	16	Plant Mix	\$ 12,000.00

* TVA will reimburse \$12,000.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Recessed at 10:20 a.m. until 10:00 a.m. on Wednesday, July 2, 2014, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.